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No. 01-757

IN THE

Supreme Court of the United States

SYNGENTA CROP PROTECTION, INC., ROBERT BABB, EDEE TEMPLET, and KENNETH A. DEVUN,

Petitioners,

v.

HURLEY HENSON,

Respondent.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT

BRIEF FOR PETITIONERS

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QUESTION PRESENTED

Does the All Writs Act, 28 U.S.C. § 1651(a), empower federal district courts to remove state court lawsuits to federal court when the state suit threatens the integrity of the federal court's rulings in ongoing complex litigation?

STATEMENT PURSUANT TO RULE 29.6

Petitioner, Syngenta Crop Protection, Inc., was formerly known as Novartis Crop Protection, Inc., which, in turn, was formerly known as Ciba-Geigy Corporation. Its parent corporation is Syngenta Seeds, Inc., and no publicly-held company owns 10% or more of its stock.

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The opinion of the court of appeals is reported at 261 F.3d 1065. The opinion of the district court is unreported.

STATEMENT OF JURISDICTION

The Court of Appeals for the Eleventh Circuit entered its judgment on August 14, 2001. No one filed a petition for rehearing in that court. Petitioners, invoking this Court's jurisdiction under 28 U.S.C. § 1254(1), filed a petition for a writ of certiorari on November 8, 2001 — within 28 U.S.C. § 2101(c)'s ninety-day window. *See also* Sup. Ct. Rule 13.1, 28 U.S.C. App. On February 19, 2002, this Court entered an order granting the petition.

STATUTORY PROVISIONS INVOLVED

The All Writs Act, more specifically 28 U.S.C. § 1651(a), provides that "[t]he Supreme Court and all courts established by Act of Congress may issue all writs necessary or appropriate in aid of their respective jurisdictions and agreeable to the usages and principles of law."

Section 1441(a) of the Judicial Code, 28 U.S.C. § 1441(a), provides that:

> Except as otherwise expressly provided by Act of Congress, any civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant . . . to the district court of the United States for the district and division embracing the place where such action is pending. . . .

Section 1404(a) of the Judicial Code, 28 U.S.C. § 1404(a), provides that "[f]or the convenience of parties and witnesses, in the interest of justice, a district court may transfer any civil action to any other district or division where it might have been brought."

STATEMENT OF THE CASE

Respondent Hurley Henson sued Petitioners Syngenta Crop Protection, Inc. (known at the time as Ciba-Geigy Corporation), Robert Babb, Edee Templet, and J[illegible]nneth A. Devun in the 18th Judicial District Court for the P[illegible]sh of Iberville, Louisiana. The suit was filed as a class act[illegible]on behalf of all individuals whom Syngenta employed at its [illegible]. Gabriel, Louisiana facility. Henson sought damages for in[illegible]ries he alleged were caused by exposure to various chemicals, including both chlordimeform, an active ingredient in a pesticide Ciba-Geigy manufactured, and atrazine, a Ciba-Geigy - manufactured herbicide.

Another class action against Ciba-Geigy, *Price v. Ciba-Geigy Corp.*, No. 94-0647-CB-S (S.D. Ala. Jan. 30, 1995), a case involving claims that are, to all intents and purposes, identical to those raised in Henson's suit, had been filed in the Circuit Court of Mobile County, Alabama. The *Price* defendants removed that case to the United States District Court for the Southern District of Alabama, which later certified a nationwide class. That court eventually approved a structured, class-wide settlement. J.A. 89a-90a. The court specifically retained jurisdiction over the case and the settlement funds, and it resolved to "use its equitable powers to enforce this [stipulation] and to protect its jurisdiction over this case and all parties and [settlement class members]." J.A. 39a. That is, "[t]he [court] shall have jurisdiction over all phases of this [stipulation]." J.A. 39a.

The Louisiana state court stayed Henson's suit while Henson and others intervened in the *Price* case and, as intervenors, participated in the settlement negotiations. J.A. 57a, 79a. An elemental component of the settlement ultimately reached, and ultimately approved, was a stipulation that required, among other things, that Henson's case (including all claims against C[illegible]ba-Geigy and the individual defendants, Babb, Temple[illegible]and Devun) be dismissed. Specifically, the stipulation required that the "related case," defined as "*Hurley Henson, et al. v. Ciba-Geigy Corporation, et al.*/Docket No. 43,620, 18th Judicial District Court, Parish of Iberville, State of Louisiana," including all claims against Ciba-Geigy and the individual defendants "shall be dismissed, with prejudice, as of the approval date" of the class settlement. J.A. 36a, 38a.

After the Southern District of Alabama approved the *Price* settlement, making the stipulation a part of its judgment, class counsel in *Price*, in an effort to comply with the stipulation, sought dismissal of the *Henson* case in Louisiana. The state court ordered Henson to show cause why the state case should not be dismissed in accordance with the *Price* stipulation. Despite the language of the stipulation he had signed, Henson's Louisiana counsel, who had represented him as intervenor in the *Price* settlement proceeding, advised the Louisiana court that the *Price* settlement required dismissal only of those claims involving exposure to chlordimeform and not of those resulting from exposure to atrazine or to other chemicals. J.A. 28a, 81a-86a.

As previously quoted, the stipulation embraced the entire *Henson* case, comprising "any and all claims (including, without limitation any CLAIMS defined herein). . . ." J.A. 38a. It said nothing about dismissing only

certain of them. Nevertheless, counsel induced the Louisiana court to suggest that Henson amend his state court petition to assert tort claims arising from exposure to atrazine. Readily accepting the court's invitation to amend, Henson did so.

Once that happened, Ciba-Geigy and the three individual defendants removed the case to the United States District Court for the Middle District of Louisiana based on the All Writs Act, 28 U.S.C. § 1651(a). J.A. 58a-64a. The Defendants promptly moved, under 28 U.S.C. § 1404(a), to transfer the case to the Southern District of Alabama. J.A. 65a-73a. Agreeing with the Defendants, the Middle District of Louisiana promptly sent the case eastward for disposition.

Not pleased that Henson had failed to comply with the stipulation's terms, the Southern District of Alabama, at Ciba-Geigy's behest, dismissed the *Henson* case with prejudice shortly after receiving it. J.A. 30a, 31a, 48a. The court concluded that the *Price* stipulation's terms unequivocally required that the *Henson* case be dismissed in its entirety. J.A. 28a. Simultaneously, exercising jurisdiction in the *Price* case, over whose settlement terms it had maintained ongoing supervision, the court, as a result of Henson's counsel's efforts to thwart the settlement, ordered Henson's counsel to pay Ciba-Geigy the legal fees Ciba-Geigy had incurred in enforcing the settlement. J.A. 29a.

Henson appealed both rulings. The Court of Appeals for the Eleventh Circuit affirmed the district court's order imposing sanctions on Henson's counsel, a ruling not currently before this Court for review. J.A. 17a-18a. Concluding, however, that the district court lacked subject matter jurisdiction over the removed case, the Eleventh Circuit vacated the trial court's order of dismissal of the

Henson case. Upon doing so, it remanded the case to the Southern District of Alabama with instructions to remand the case to the Louisiana state court. J.A. 18a-24a.

The Eleventh Circuit concluded that the district court lacked jurisdiction over the *Henson* case. It premised its conclusion on two principles.

First, it concluded that 28 U.S.C. § 1441(a) authorizes removal only of actions over which the district courts have original jurisdiction. This means that actions are not removable unless they originally could have been filed in federal court. The necessary implication of that rule, according to the court, is that removal is proper only if the All Writs Act could have furnished subject-matter jurisdiction over the *Henson* action had the case initially been filed in federal court. J.A. 22a.

Second, the Eleventh Circuit concluded that the Act does not provide an independent basis of federal subject matter jurisdiction, i.e., a plaintiff cannot sue invoking only the court's All Writs Act power. The court rejected the argument that the All Writs Act may serve as jurisdictional "caulk" to plug cracks in federal jurisdiction through which crafty litigants might otherwise evade the effect of a federal order. J.A. 22a-23a. It disagreed with the assertion that the Act authorizes almost any exercise of authority that is convenient for effectuating a federal judgment, including the exercise of removal jurisdiction over a different action whose prosecution is inconsistent with a federal judgment. J.A. 23a. According to the Eleventh Circuit, permitting "too elastic an interpretation" of the Act serves to transform it from a tool for effectuating Congress's intent in conferring jurisdiction on the federal courts to a device for "judicially re-equilibrating" a state-federal balance the court believed to be Congress's alone to strike. J.A. 23a.

Because of the pronounced split among the Circuits on this important jurisdictional issue, Syngenta timely filed a petition for a writ of certiorari seeking review of the Eleventh Circuit's rejection of the All Writs Act as providing a method by which a federal district court may protect its judgments in complex cases. This Court granted that petition, and the matter is now properly before the Court for decision.

SUMMARY OF THE ARGUMENT

While not a jurisdictional blank check, the All Writs Act, 28 U.S.C. § 1651(a), provides federal courts an effective tool with which to effectuate and prevent the frustration of orders they have previously issued in their exercise of jurisdiction otherwise obtained. The court's All Writs Act power is not to be restricted to instances when it is necessary in the sense that the court could not otherwise physically discharge its duties.

The Act does not provide federal courts with an independent grant of jurisdiction. But it does fill the gaps in federal judicial power when, in extraordinary circumstances like the one presented in this case, those gaps threaten to permit litigants to thwart the otherwise proper exercise of federal courts' jurisdiction.

Under the doctrine of ancillary enforcement jurisdiction, which permits a federal court to manage its proceedings, vindicate its authority, and effectuate its decrees, a district court has jurisdiction when the parties' intention to comply with the terms of a settlement agreement has been made part of the order of dismissal. This may be accomplished either by separate provision (such as one "retaining jurisdiction" over the settlement agreement) or by incorporating the terms of the settlement agreement in the order.

Here, a nationwide class action settlement purported to resolve certain issues in a federal court. Respondent Henson's failure to dismiss his state court suit constituted a breach of that agreement and was a violation of the order. Ancillary jurisdiction to enforce the agreement therefore exists. The federal district court, under the jurisdiction "otherwise obtained," appropriately employed the All Writs Act as a tool to bring before it a recalcitrant party who, by pursuing a state court suit seeking the same relief he had already obtained in the federal settlement, violated the agreement and threatened to undermine the federal court's judgment.

ARGUMENT

"John Marshall has made his decision; now, let him enforce it." LOTH, CHIEF JUSTICE JOHN MARSHALL AND THE GROWTH OF THE AMERICAN REPUBLIC 365 (1948). Widely attributed to President Andrew Jackson in response to the Court's ruling in *Worcester v. Georgia*, 6 Pet. 515 (1832), the sentiment reflects the attitude all too prevalent among those who flout the judgments of the Courts of the United States by initiating or continuing parallel proceedings in state court in derogation of a federal court's ongoing supervision.

By dint of its decision in this case, the Court of Appeals for the Eleventh Circuit has deprived the district court of an important — indeed, vital — tool with which to safeguard its authority. And it has left Ciba-Geigy, which rationally supposed it had reached a successful, national resolution of its claims, once again subject to the whims of a state-court jury. Unhappily for Ciba-Geigy, such a jury's deliberations are unlikely to be informed by the knowledge that Henson intervened in the nationwide class settlement, participated in the negotiations, agreed to its terms, and accepted its fruits. Neither notions of comity nor principles of federalism require such a penalty.

I. Federal Courts Must Have The Means To Protect Their Judgments

Since its 1948 codification, the All Writs Act has provided that "[t]he Supreme Court and all courts established by Act of Congress may issue all writs necessary or appropriate in aid of their respective jurisdictions and agreeable to the usages and principles of law." 28 U.S.C. § 1651(a). This Court has construed the Act to authorize a federal court "'to issue such commands . . . as may be necessary or appropriate to effectuate and prevent the frustration of orders it has previously issued in its exercise of jurisdiction otherwise obtained.'" *Pennsylvania Bureau of Corr. v. United States Marshals Serv.*, 474 U.S. 34, 40 (1985) (quoting *United States v. New York Tel. Co.*, 434 U.S. 159, 172 (1977)). Further, a federal court's All Writs Act power is not restricted to instances in which it is necessary "in the sense that the court could not otherwise physically discharge its . . . duties." *Adams v. United States ex rel. McCann*, 317 U.S. 269, 273 (1942). The Act has been characterized "a legislatively approved source of procedural instruments designed to achieve 'the rational ends of law.'" *Price v. Johnston*, 334 U.S. 266, 282 (1948) (quoting *Adams*, 317 U.S. at 273).

In similar form, the Act has endured since the dawn of the Republic. In fact, the Judiciary Act of 1789 provides the first look. *See* Judiciary Act of 1789, ch. 20, § 14, 1 Stat. 73, 81-82; *see also Pennsylvania Bureau*, 474 U.S. at 40 (noting that the Act was originally codified in § 14). Section 14 provided that the "courts of the United States[] shall have power to issue writs of scire facias, habeas corpus, and all other writs not specially provided for by statute, which may be necessary for the exercise of their respective jurisdictions, and agreeable to the principles and usages of law." 1 Stat. at 82.

Petitioners recognize that the Act does not, by its specific terms, provide federal courts with an independent grant of jurisdiction. *See Clinton v. Goldsmith*, 526 U.S. 529, 534-35 (1999); *Rosenbaum v. Bauer*, 120 U.S. 450, 458-59 (1887) (Act cannot be used to confer jurisdiction that a court would not have without it; it is authorized only when ancillary to a jurisdiction already acquired.); *McIntire v. Wood*, 7 Cranch 504, 505-06 (1813); *see also New York Tel. Co.*, 434 U.S. at 188 n.19 (Stevens, J., dissenting in part). Likewise, the Act does not *enlarge* the federal courts' existing statutory jurisdiction. *Clinton*, 526 U.S. at 535 (citing 16 CHARLES ALAN WRIGHT, ARTHUR R. MILLER, & EDWARD H. COOPER, FEDERAL PRACTICE AND PROCEDURE § 3932, p. 470 (2d ed. 1996) (All Writs Act is not an independent grant of jurisdiction); 19 J. MOORE & G. PRATT, MOORE'S FEDERAL PRACTICE § 204.02[4] (3d ed. 1998) (All Writs Act cannot enlarge a court's jurisdiction)).

Importantly, however, this Court has viewed the Act as "filling the interstices of federal judicial power when those gaps threatened to thwart the otherwise proper exercise of federal courts' jurisdiction." *Pennsylvania Bureau*, 474 U.S. at 41 (citing *McIntire*, *supra*, and *McClung v. Silliman*, 6 Wheat. 598 (1821)). Further, the Court has acknowledged that, under the appropriate circumstances, the power conferred by the Act extends to persons who, although not parties to the original action or engaged in wrongdoing, are in a position to frustrate the implementation of a court order or the proper administration of justice. *New York Tel. Co.*, 434 U.S. at 174. It encompasses even those who have not acted affirmatively to hinder justice. *Id.*

Here, no one suggests that Henson was an ill-informed bystander whose innocent act might inadvertently affect the

implementation of a federal court order. Rather, aiming to have a hand in the settlement's terms, he purposefully intervened in the ongoing *Price* settlement discussions. He actively participated in the negotiations, and, as a result, signed the stipulation he thereupon flouted by convincing the Louisiana trial court that the stipulation should not apply to him. This case therefore epitomizes the need for — and an appropriate use of — the Act to foil the threat to the exercise of a federal court's ongoing supervision over a large-scale class action settlement.

In *Pennsylvania Bureau*, the Court left open a question regarding the extent of the availability of the All Writs Act to a district court under "extraordinary circumstances." *See id.*, 474 U.S. at 43. Other courts, however, have proceeded further and have concluded that, while the Act does not operate, and should not be employed, as a jurisdictional blank check, it does, nonetheless, provide a tool in a federal district court's arsenal to protect the integrity of its judgments.

For instance, in *Yonkers Racing Corp. v. City of Yonkers*, 858 F.2d 855 (CA2 1988), *cert. denied*, 489 U.S. 1077 (1989), the Second Circuit held that district courts have residual jurisdictional authority under the Act to protect federal consent judgments by removing potentially inconsistent state law claims to federal court. *See id.* at 863-65. Later, the Second Circuit held that a district court may remove a state court action when "removal was necessary to protect the integrity of the Consent Decree" and when "the issues raised by the [state court action] cannot be separated from the relief provided by the consent decree." *United States v. City of New York*, 972 F.2d 464, 469 (CA2 1992). So, too, the Sixth Circuit, in *Sable v. Gen. Motors Corp.*, 90 F.3d 171 (CA6 1996), concluded that the district court acted "well within

its discretion" when it denied a plaintiff's motion to remand, "for it had power under the All Writs Act to protect the federal consent agreements from conflicting state orders." *Id.* at 175.

The Second Circuit also concluded that extraordinary circumstances existed, justifying the district court's removal of a state court case under the Act, in *In re Agent Orange Prod. Liab. Litig.*, 996 F.2d 1425 (CA2 1993), *cert. denied sub nom., Ivy v. Diamond Shamrock Chems. Co.*, 510 U.S. 1140 (1994), *Hartman v. Diamond Shamrock Chems. Co.*, 510 U.S. 1140 (1994). There, the district court was not merely determining the preclusive effect of an earlier final judgment on claims or issues expected to be raised in later collateral proceedings. Rather, it was enforcing an explicit, ongoing order against relitigation of matters it had already decided, and it was guarding the integrity of its rulings in complex multi-district litigation over which it had retained jurisdiction. *See id.* at 1431.

The Seventh Circuit, in *In re VMS Sec. Litig.*, 103 F.3d 1317 (CA7 1996), characterized a set of state court claims as an attempted "end run" around earlier federal class action settlement agreements. *Id.* at 1324-25. The court approved the district court's removal of the state claims under the All Writs Act "in the context of complex class action litigation . . . to enforce its ongoing orders against relitigation and to guard the integrity of its prior rulings over which it had expressly retained jurisdiction." *Id.* at 1324.

The Eighth Circuit, too, deemed All Writs Act removal appropriate in *Nat'l Ass'n for the Advancement of Colored People v. Metro. Council*, 125 F.3d 1171 (CA8 1997), *vacated and remanded for reconsideration*, 522 U.S. 1145 (1998),

reinstated upon reconsideration, 144 F.3d 1168, 1169 (CA8), *cert. denied*, 525 U.S. 826 (1998). The district court had previously issued a consent decree under whose terms the court had retained jurisdiction to supervise compliance with the decree's provisions for a fixed number of years. The later-filed state suit sought injunctive relief concerning the very matters the consent decree governed. Thus, the "district court was confronted with a situation where parties subject to the district court's continuing jurisdiction under the [earlier] decree . . . were resorting to a state forum to relitigate settled and released claims." *Id.* at 1173. Under such extraordinary circumstances, the Eighth Circuit held that the district court was empowered to authorize removal under the All Writs Act to protect the integrity of the federal consent decree even though removal also brought into federal court those members of the class who were not involved in the earlier case. *Id.*

Upon certifying a nationwide settlement class, the Southern District of Alabama, in the *Price* case, painstakingly superintended the proceedings that yielded a complex and far-reaching settlement. Incorporated in the terms of that settlement agreement is the mandate that Henson's Louisiana suit be dismissed in its entirety. Rather than abide by the agreement in which he participated, and from which he benefited, though, Henson misled the Louisiana trial court in his effort to proceed with the state court class action.

What's worse, he succeeded. The district court imposed sanctions on Henson's counsel for his efforts to undermine the settlement — an action the Eleventh Circuit approved. J.A. 17a-18a. In the same judicial breath, however, the Eleventh Circuit left Henson free to proceed in Louisiana state court, in violation of the settlement stipulation; left

Petitioners subject to additional damages awards, despite good faith efforts to negotiate and comply with the settlement agreement; and left the district court unable to act decisively to put things right.

Congress has provided, in the All Writs Act, precisely the jurisdictional caulk necessary to seal "the interstices in federal judicial power" this Court envisioned in *Pennsylvania Bureau*. Should this Court agree with the Eleventh Circuit that the Southern District of Alabama is without the power to take the action it took under the extraordinary circumstances presented here, Henson's actions will operate to frustrate the district court's previous judgment — a judgment rendered in the court's exercise of jurisdiction "otherwise obtained." *See New York Tel. Co.*, 434 U.S. at 172.

This Court has acknowledged that "public policy wisely encourages settlements. . . ." *McDermott, Inc. v. AmClyde*, 511 U.S. 202, 215 (1994). Failing to permit the district courts to use an essential tool to enforce and protect class action settlements they have approved will do nothing but seriously undermine that public policy. Indeed, it will operate as an incentive for defendants to pursue cases to judgment that they would otherwise be willing to compromise. Similarly, it will operate as an incentive for plaintiffs to settle in one forum secure in the knowledge that they will have an un-penalized second bite in another.

Petitioners strongly urge this Court to view the All Writs Act as a common-sense method by which district courts may prevent the squandering of both judicial and societal resources.

II. The District Court Had Ancillary Enforcement Jurisdiction, And The All Writs Act Served As A Tool To Protect The Integrity Of That Court's Judgment

"The doctrine of ancillary jurisdiction can hardly be criticized for being overly rigid or precise. . . ." *Kikkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 379 (1994). In the main, though, this Court has embraced the exercise of ancillary jurisdiction for "two separate, though sometimes related, purposes: (1) to permit disposition by a single court of claims that are, in varying respects and degrees, factually interdependent; and (2) to enable a court to function successfully, that is, to manage its proceedings, vindicate its authority, and effectuate its decrees." *Id.* at 379-80 (citations omitted).

In *Kikkonen*, the Court determined that neither purpose was satisfied. There, the parties reached a settlement after closing arguments but before the court instructed the jury. They executed a stipulation and order of dismissal, which the trial court signed. The order did not reserve jurisdiction in the district court to enforce the settlement agreement nor did it even refer to the settlement agreement. *Id.* at 377.

The Court concluded that the sole order was that the suit be dismissed, a disposition that was neither flouted nor imperiled by any alleged breach of the settlement agreement. *Id.* at 380. Had the parties' intention to comply with the terms of the settlement agreement been made part of the order of dismissal — either by separate provision (such as a provision "retaining jurisdiction" over the settlement agreement) or by incorporating the terms of the settlement agreement in the order — the "situation would [have] be[en] quite different." *Id.* at 381. Under those circumstances, a breach of the

agreement would be a violation of the order, and ancillary jurisdiction to enforce the agreement would therefore exist. But a court's mere awareness and approval of the terms of the settlement agreement, without more, would not suffice to make them part of its order. *Id.*

Two years later, in *Peacock v. Thomas*, 516 U.S. 349 (1996), the Court, referring to a federal court's ancillary jurisdiction, explained that without jurisdiction to enforce a judgment it has entered, "'the judicial power would be incomplete and entirely inadequate to the purposes for which it was conferred by the Constitution.'" *Id.* at 356 (quoting *Riggs v. Johnson County*, 6 Wall. 166, 187 (1868)); *see also Local Loan Co. v. Hunt*, 292 U.S. 234, 239 (1934) (federal district court can exercise ancillary jurisdiction over second action to secure or preserve judgment or decree rendered by that court in earlier action). In determining the reach of the federal courts' ancillary jurisdiction, the Court has cautioned against the exercise of jurisdiction over proceedings that are "'entirely new and original.'" *Krippendorf v. Hyde*, 110 U.S. 276, 285 (1884) (quoting *Minnesota Co. v. St. Paul Co.*, 2 Wall. 609, 633 (1865)). Neither should jurisdiction ordinarily be exercised when "the relief [sought is] of a different kind or on a different principle" from that of the earlier decree. *Dugas v. Am. Sur. Co.*, 300 U.S. 414, 428 (1937).

Ancillary enforcement jurisdiction is, "at its core, a creature of necessity." *Peacock*, 516 U.S. at 359 (citing *Kikkonen*, 511 U.S. at 380 and *Riggs*, 6 Wall. at 187). For all the reasons the Court found ancillary jurisdiction not to exist in both *Peacock* and *Kikkonen*, however, it exists here.

First, the stipulation requiring that Henson's state court suit be dismissed in its entirety was an integral part of the settlement agreement, incorporated into the federal court's order approving the nationwide settlement of the class action in *Price*. J.A. 92a. Second, the district court retained jurisdiction and supervision over the settlement agreement. J.A. 88a, 93a. Where a class action settlement purports to resolve a certain issue in a federal court, a suit in a state court may constitute "a breach of the agreement [that] would be a violation of the order, and ancillary jurisdiction to enforce the agreement would therefore exist." *Kokkonen*, 511 U.S. at 380. Henson's suit in state court constitutes a breach of the agreement that violates the district court's order in *Price*, and the court therefore has ancillary jurisdiction to enforce the *Price* agreement and protect its judgment.

Third, the relief sought is anything but "entirely new and original." Rather, the *Price* case culminated in a nationwide class settlement agreement. An essential part of the settlement agreement is that pending suits seeking damages from exposure to Ciba-Geigy-manufactured chemical products be dismissed with prejudice. Syngenta sought precisely the same relief here, i.e., that this suit be dismissed with prejudice. Fourth, the relief sought is not "of a different kind or on a different principle" from that of the earlier decree. Under the *Price* settlement, the *Henson* case was required to be dismissed in its entirety. J.A. 28a. The relief Petitioners seek is of precisely the same kind and should be granted precisely on the same principle.

Ciba-Geigy bargained for the dismissal of all suits against it based upon damages alleged to have been caused by exposure to certain of Ciba-Geigy's products. In return, it agreed to pay sizeable amounts to a nationwide settlement fund. As part of the bargain, Ciba-Geigy was to be freed from

the burdens of additional suits. An intervenor in the *Price* proceedings, Henson could nowise feign ignorance of what was sought, what was at stake, or what was contained in the agreement ultimately confected.

Syngenta sought nothing more than to have the district court give effect to the terms of the settlement agreement over which it had agreed to exercise ongoing supervision. Of necessity, the Southern District of Alabama had the ancillary enforcement jurisdiction that would enable it to vindicate its authority and effectuate its decrees.

Thus, in the exercise of the jurisdiction otherwise obtained, the district court properly employed the All Writs Act to bring before it a plaintiff gone rogue and to effectuate the terms of the settlement agreement and prevent the frustration of its previous order by dismissing Henson's suit with prejudice. Far from a jurisdictional blank check, the Act served its fundamental purpose, i.e., to protect and effectuate a federal court's judgment in a case in which jurisdiction had been otherwise obtained.

Consequently, the Southern District of Alabama properly exercised jurisdiction and, in accordance with the *Price* settlement agreement, dismissed the *Henson* case with prejudice. The Eleventh Circuit legally erred in concluding otherwise.

CONCLUSION

The judgment of the Court of Appeals for the Eleventh Circuit should be reversed, and the judgment of the trial court dismissing the case with prejudice should be reinstated.

Respectfully submitted,

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